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• ADMITTED IN VIRGINIA

LOUIS F. BESIO
VICE PRESIDENT FOR
FINANCE AND ADMINISTRATION

WRITER'S DIRECT DIAL NUMBER
(202) 775-1092

RECORDATION NO. 11013-D

DEC 15 1987 - 2 12 PM

December 15, 1987

INTERSTATE COMMERCE COMMISSION
7-349A050

BY HAND

Noreta R. McGee, Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

ATTN: Ms. Mildred Lee, Room 2303

Dear Secretary McGee:

Enclosed for recordation under the provisions of 49 U.S.C. § 11303(a) and 49 C.F.R. Part 1177 are the original and one (1) executed and acknowledged copy of a Bill of Sale, Assignment and Assumption, dated as of December 15, 1987, between Beneficial Finance Leasing Corporation (as Beneficial Owner/Seller) and Westinghouse Credit Corporation (as Purchaser), relating to railway equipment owned by The Connecticut Bank and Trust Company (as Lessor) as Trustee and leased to Consolidated Rail Corporation (as Lessee).

The primary document to which the enclosed document is connected is recorded under Recordation No. 11013. We request that the enclosed document be cross-indexed. The names and addresses of the parties to the document are as follows:

No. 7-349A050
Date DEC 15 1987
Fee \$ 10.00
ICC Washington, D.C.

DEC 15 2 45 PM '87
100-441107-05
THE INTERSTATE COMMERCE COMMISSION
WASHINGTON, D.C. 20423

Copy sent - Mark D. Back

Noreta R. McGee, Secretary
December 15, 1987
Page 2

Beneficial Owner/
Seller: Beneficial Finance Leasing Corporation
200 Beneficial Center
Peapack, New Jersey 07977

Purchaser: Westinghouse Credit Corporation
One Oxford Centre
Pittsburgh, Pennsylvania 15219

A description of the equipment covered by the document is as follows: Three hundred twenty-five (325) 100-ton open top hopper cars marked and numbered CR 491260 through 491301, both inclusive, CR 491303 through 491391, both inclusive, CR 491393 through 494401, both inclusive, CR 491403 through 491464, both inclusive, CR 491466 through 494558, both inclusive, and CR 491560 through 491589, both inclusive.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

L. John Osborn, Esq.
Verner, Liipfert, Bernhard, McPherson
and Hand, Chartered
1660 L Street, N.W., Suite 1000
Washington, D.C. 20036

A brief summary of the enclosed document is as follows:

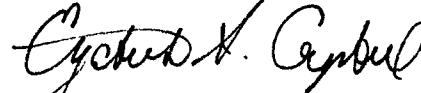
In accordance with the Bill of Sale, Assignment and Assumption between Beneficial Finance Leasing Corporation ("BFLC"), 200 Beneficial Center, Peapack, New Jersey 07977, and Westinghouse Credit Corporation ("Westinghouse"), One Oxford Centre, Pittsburgh, Pennsylvania 15219, dated as of December 15, 1987, BFLC has assigned its beneficial interest in three hundred twenty-five (325) 100-ton open top hopper cars, currently leased by Consolidated Rail Corporation, to Westinghouse.

The undersigned are Interstate Commerce Commission Counsel for the above-described transaction and, as such, have knowledge of the matters set forth herein.

Noreta R. McGee, Secretary
December 15, 1987
Page 3

If you have any questions or if we may otherwise be of assistance, please do not hesitate to contact us.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Elizabeth A. Campbell".

L. John Osborn
Elizabeth A. Campbell

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

L. John Osborn, Esq.
Verner, Liipfert, Bernhard, McPherson
& Hand, Charter
1660 L Street, N.W.
Suite 1000
Washington, D.C. 20036

Dear
Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/15/87 at 2:50PM, and assigned re-
recording number(s) - 10751-D, 10802-E, 11013-D, 11779-F, 11780-F & 11939-D

Sincerely yours,

Norata R. McGee
Secretary

Enclosure(s)

[Conrail Hopper Cars]

REGISTRATION NO. 11013-D FILED 1988

DEC 15 1987 12 12 PM

INTERSTATE COMMERCE COMMISSION

BILL OF SALE, ASSIGNMENT AND ASSUMPTION

BILL OF SALE, ASSIGNMENT AND ASSUMPTION dated as of December 15, 1987 ("Agreement") between BENEFICIAL FINANCE LEASING CORPORATION, a Delaware corporation ("Seller"), successor in interest to BFC Leasing Corporation, and WESTINGHOUSE CREDIT CORPORATION, a Delaware corporation (the "Purchaser").

W I T N E S S E T H:

WHEREAS, pursuant to a Purchase Agreement dated as of August 5, 1987 (the "Purchase Agreement") Seller has agreed to sell, and Purchaser has agreed to purchase, certain assets and beneficial interests;

WHEREAS, Purchaser has agreed to assume related liabilities; and

WHEREAS, Seller and Purchaser desire to complete as of the date hereof the sale of the beneficial interests identified on Schedule A hereto (such beneficial interests being hereinafter referred to as the "Beneficial Interests").

NOW, THEREFORE, in consideration of the mutual premises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged by the parties, the parties hereby agree as follows:

ARTICLE I

Sale, Assignment and Assumption

Section 1.01. Sale and Assignment. (a) Except as set forth in Section 1.01(b) with respect to insurance matters, Seller, as of the date hereof, hereby unconditionally and irrevocably assigns, transfers, sells and conveys to the Purchaser all of its right, title and interest (i) in and to the Beneficial Interests, and (ii) in, to and under the documents and agreements listed on Schedule B hereto (the "Lease Transaction Documents"), excluding, however, in each case any claim, cause of action or other right to payment in favor of Seller under the Lease Transaction Documents arising from any act or event occurring and relating to any period ending prior to the date hereof (the "Closing Date") or contract provision requiring payment prior to the Closing Date and relating to the ownership or leasing of the properties and equipment relating to the Beneficial Interests, other than a casualty loss with respect to the Beneficial Interests which Purchaser has purchased without diminution of the purchase price therefor on account of such casualty loss.

(b) Seller hereby assigns to Purchaser all proceeds of insurance against loss or damage to the assets underlying the Beneficial Interests or the Beneficial Interests to which it is entitled under insurance policies re-

quired to be maintained under the Lease Transaction Documents except insurance proceeds payable in connection with any losses arising out of or based upon any act or event occurring and relating to any period ending prior to the Closing Date (other than insurance proceeds payable in connection with a casualty loss with respect to the Beneficial Interests which Purchaser has purchased without diminution of the purchase price therefor on account of such casualty loss).

Seller hereby agrees that in the event that the Purchaser shall suffer any such loss as to which Purchaser shall be entitled to insurance proceeds, Seller will cooperate with Purchaser in obtaining the insurance proceeds payable in respect of such loss, and that to the extent that such proceeds are paid by the insurance carrier to Seller, Seller will promptly pay over the same to Purchaser, and Purchaser hereby agrees that any insurance proceeds received by the Purchaser in excess of such loss incurred by it shall be refunded promptly to Seller.

(c) The sale and assignments described in Section 1.01(a) and Section 1.01(b) are hereinafter referred to as the "Assignment".

Section 1.02. Assumption. Purchaser, as of the date hereof, hereby (i) accepts the Assignment, (ii) agrees to be bound by all the terms of the Lease Transaction Documents, and (iii) unconditionally and irrevocably undertakes, accepts and assumes all of Seller's obligations and liabil-

ities contained in or pursuant to the Lease Transaction Documents (the "Assumption").

Section 1.03. Confirmation. Purchaser hereby confirms and agrees that it shall be deemed to be (i) a party to the Lease Transaction Documents to which Seller was a party and (ii) the party named as the Owner or Beneficiary in the Lease Transaction Documents.

ARTICLE II

Representations and Warranties of Seller

Section 2.01. Seller hereby represents and warrants as follows as of the date hereof:

(a) Valid Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware with full corporate power and authority to enter into and perform the transactions contemplated hereby.

(b) Execution. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary corporate action of Seller and this Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms.

ARTICLE III

Representations and Warranties of Purchaser

Section 3.01. Purchaser hereby represents and warrants as follows as of the date hereof:

(a) Valid Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware with full corporate power and authority to enter into and perform the transactions contemplated by each of the Lease Transaction Documents and hereby.

(b) Authorization. The execution, delivery and performance of this Agreement and the performance of the duties under each of the Lease Transaction Documents by Purchaser have been duly authorized by all necessary corporate action on the part of Purchaser and this Agreement has been duly executed and delivered by Purchaser and each of this Agreement and each of the Lease Transaction Documents constitutes the legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms.

(c) Purchaser's Capital and Surplus. Purchaser is a financial corporation which has a combined capital and surplus of at least \$50,000,000, determined in accordance with generally accepted accounting principles consistently applied, and has outstanding publicly-held debt securities rated A or better by a nationally recognized rating service.

ARTICLE IV

Miscellaneous

Section 4.01. Further Assurances. Upon written request of Purchaser, Seller at any time and from time to time will promptly execute and deliver to Purchaser, without further consideration but without expense to Seller, such other and further instruments of conveyance, assignment and transfer and other documents, and take such further action, as Purchaser may reasonably request for the more effective conveyance, assignment and transfer to Purchaser of the Beneficial Interests or in order to obtain the full benefits of this Agreement.

Section 4.02. Purchaser as Attorney-in-Fact. Seller hereby makes, constitutes and appoints Purchaser the true and lawful attorney-in-fact of Seller, with full power of substitution, in the name, place and stead of Seller, but on behalf and for the benefit of Purchaser, to demand and receive any and all of the aforesaid properties, assets, rights and interests of Seller, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute, prosecute, appear in, defend and appeal in the name of Seller, or otherwise, at the expense and for the benefit of Purchaser, any and all actions, suits and proceedings at law, in equity or otherwise, which Purchaser may deem proper in order to collect or reduce to possession any of the aforesaid properties, assets, rights and interests of Seller and/or in order

to collect or enforce any claim or right of any kind hereby sold, conveyed, assigned and transferred, or to resist or defend against any claim, debt, obligation, liability or assertion of a liability assumed by Purchaser, or intended so to be, and to do all acts and things in relation to the properties, assets, rights, interests, liabilities and obligations which Purchaser shall deem desirable, Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by any act of Seller, or by its winding up and dissolution, or in any other manner or for any reason whatsoever; provided, however, that this appointment of Purchaser as the true and lawful attorney-in-fact of Seller shall not be effective as to any claim, cause of action or other right to payment in favor of Seller under the Lease Transaction Documents arising from any act or event occurring and relating to any period ending prior to the Closing Date or contract provision requiring payment prior to the Closing Date and relating to the ownership or leasing of the properties and equipment relating to the Beneficial Interests, other than a casualty loss with respect to the Beneficial Interests which Purchaser has purchased without diminution of the purchase price therefor on account of such casualty loss.

Section 4.03. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 4.04. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by overnight courier service or mailed by certified or registered mail with postage prepaid, return receipt requested, or sent by telex, telegram, cable or facsimile or other electronic transmission (confirmed by such mail or courier service, provided that the failure so to confirm shall not affect the validity of such communication), addressed as set forth on the signature pages hereof or at such other address as any party hereto may designate by notice duly given in accordance with this Section 4.04 to the other parties hereto. Notice shall be deemed to have been given when received.

Section 4.05. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

Section 4.06. Amendments and Waivers. No amendment or waiver of any provision hereof shall in any event be effective unless the same shall be in writing and signed by the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 4.07. Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be so affected only to the extent of such prohibition or unenforceability without affecting the validity or enforceability of the remaining provisions hereof or affecting the validity or enforceability or such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale, Assignment and Assumption to be executed by their respective officers thereunto duly authorized as of the date and year first above written.

BENEFICIAL FINANCE LEASING CORPORATION

By 

Title: Vice President
Address: 200 Beneficial Center
Peapack, New Jersey 07977
Attention: General Counsel

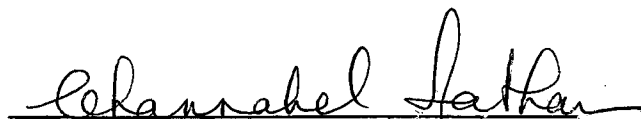
WESTINGHOUSE CREDIT CORPORATION

By 

Title: Vice President, Leasing Operations
Address: One Oxford Centre
Pittsburgh, Pennsylvania 15219
Attention: Vice President,
Leasing Operations

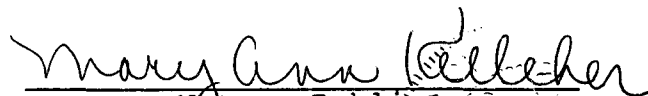
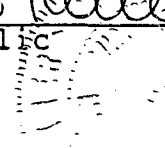
STATE OF NEW YORK)
: SS.:
COUNTY OF NEW YORK)

On this 14th day of December, 1987, before me personally came Mark R. Decker to me known, who being by me duly sworn, did depose and say that he resides at 79 Park Avenue, Maplewood, New Jersey; that he is the Vice President of Beneficial Financing Leasing Corporation, the corporation described in, and which executed, the above instrument; and that he signed the same as the act of said corporation by order of the Board of Directors of said corporation; and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public
CHANNAPEL LATHAM
Notary Public, State of New York
No. 41-4882305
Qualified in Queens County
Cert. filed in New York County
Commission Expires April 13, 1989

COMMONWEALTH OF PENNSYLVANIA)
: SS.:
COUNTY OF ALLEGHENY)

On this 10th day of December, 1987, before me personally came John F. McEnery to me known, who being by me duly sworn, did depose and say that he resides at 1567 Riverside Road, Verona, Pennsylvania; that he is the Vice President, Leasing Operations of Westinghouse Credit Corporation, the corporation described in, and which executed the above instrument; and that he signed the same as the act of said corporation pursuant to a general resolution of the Board of Directors of said corporation; and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

MARY ANN KELLEHER, Notary Public
Pittsburgh, Allegheny County, PA
My Commission Expires Nov. 30, 1989

BENEFICIAL INTERESTS:

Right, title and interest of Beneficial Finance Leasing Corporation ("Owner") under that certain Trust Agreement, dated as of October 1, 1979, between Owner and The Connecticut Bank and Trust Company (the "Trust Agreement"), in and to:

(a) the Equipment, as such term is defined in the Trust Agreement, including the following:

325 100-Ton Open Top Triple Hopper Railroad Cars, with Consolidated Rail Corporation's Identification Numbers:

491260 through 491301, both inclusive;
491303 through 491391, both inclusive;
491393 through 491401, both inclusive;
491403 through 491464, both inclusive;
491466 through 491558, both inclusive; and
491560 through 491589, both inclusive;

provided, however, that the foregoing description expressly excludes the following:

5 100-Ton Open Top Triple Hopper Railroad Cars, with Consolidated Rail Corporation Identification Numbers:

491302

491392

491402

491465

491559;

and

(b) the Trust Estate (other than the Equipment), as such term is defined in the Trust Agreement.

INDEX
CONSOLIDATED RAIL CORPORATION
LEASE OF HOPPER CARS 100055-0001
LEASE AGREEMENT DATED AS OF OCTOBER 1, 1979

FILE FIVE

A. Correspondence. 9-27-79

OPERATIVE DOCUMENTS

- 1) PARTICIPATION AGREEMENT (composite conformed copy) between Conrail as Lessee, Mercantile-Safe Deposit and Trust Co. as Agent, BFC Leasing Corp. as Owner, Beneficial Funding Co. as Owner Parent and Connecticut Bank and Trust Co. as Trustee. Documents included:
 - a) CONDITIONAL SALE AGREEMENT between Bethlehem Steel Corp. and The Connecticut Bank and Trust Co. as Trustee.
 - b) LEASE OF RAILROAD EQUIPMENT between Conrail and The Connecticut Bank and Trust Co.
 - c) ASSIGNMENT OF LEASE AND AGREEMENT between The Connecticut Bank and Trust Co., BFC Leasing Corp. and Mercantile-Safe Deposit and Trust Co.
 - d) AGREEMENT AND ASSIGNMENT between Bethlehem Steel Corp. as Builder and Mercantile-Safe Deposit and Trust Co.
 - e) CERTIFICATE OF INTEREST.
 - f) TRUST AGREEMENT between BFC Leasing Corp. and The Connecticut Bank and Trust Co.
 - g) LETTER AGREEMENT from Beneficial Corp. 10-1-79
(C)*

* (O) denotes executed copy; (C) denotes photocopy;
(U) denotes unsigned original.

- 1A) PARTICIPATION AGREEMENT with above exhibits. 10-1-79 (partially executed)
- 2) LEASE OF RAILROAD EQUIPMENT. 10-1-79 (partially executed) 2 separate copies/ counter executed
- 3) TRUST AGREEMENT. 10-1-79 (partially executed)
- 4) CONDITIONAL SALE AGREEMENT. 10-1-79 (Counter executed) (C)
- 5) AGREEMENT AND ASSIGNMENT between Bethlehem Steel Corp. and Mercantile-Safe Deposit and Trust Co. 10-1-79 (O) (Counter executed acknowledged by CBT)
- 6) ASSIGNMENT OF LEASE AND AGREEMENT. 10-1-79 (partially executed) Counter executed; Agreement not signed by Mercantile
- 7) LETTER AGREEMENT to participants from Beneficial Corp. 10-1-79 (partially executed) (counter executed)
- 8) CERTIFICATE OF ACCEPTANCE. 11-7-79 (O), BILL OF SALE 11-7-79 (O); 11-29-79 (O); AND INVOICES 11-5-79 (C)
- 9) RESIDUAL SHARING LETTER AGREEMENT between Radnor Associates, Ltd., and BFC Leasing Corp. 8-28-79 (C)
- 9)A. Cover Memo for Residual Sharing Letter Agreement. 8-5-80 (O)
- 9)B. Amendment Letter Agreement between Radnor Associates, Ltd. and Beneficial Leasing Group Inc. 8-9-79

FILE SIX

CERTIFICATES

CERTIFICATES PERTAINING TO BENEFICIAL CORP.

- 10) CERTIFICATE OF SECRETARY as to resolutions and appointed officers. 11-7-79 (C)
- 11) CERTIFICATE OF ASSISTANT SECRETARY, including a Restated Certificate of Incorporation. 11-7-79 (C)
- 12) INCUMBENCY CERTIFICATE. 11-7-79 (O)

CERTIFICATES PERTAINING TO BFC LEASING CORP. AND TO BENEFICIAL FUNDING CORP.

- 13) CERTIFICATE stating non-existence of liens. 11-7-79 (O)

- 14) CERTIFICATE OF VICE PRESIDENT OF BFC LEASING CORP., including Certificate of Incorporation, by-laws, etc. 11-7-79 (O)
- (15) CERTIFICATE OF VICE PRESIDENT AND SECRETARY of Beneficial Funding Co., including Certificate of Incorporation, by-laws, etc. 11-7-79 (partially executed) (President & Sr. VP didn't sign.)

CERTIFICATES PERTAINING TO THE CONNECTICUT BANK & TRUST CO.

- 16) CERTIFICATE of an officer, including Agreement of Affiliation and Merger, by-laws, etc. 11-7-79 (O)

CERTIFICATES PERTAINING TO MERCANTILE-SAFE DEPOSIT AND TRUST CO.

- 17) INCUMBENCY CERTIFICATE. 11-7-79 (O)
- 18) CERTIFICATE OF a complete and true copy of resolutions. 11-7-79 (O)

CERTIFICATES PERTAINING TO CONSOLIDATED RAIL CORP.

- 19) CERTIFICATE OF ASSISTANT SECRETARY as to Conrail's good-standing, by-laws, etc. 11-7-79 (O)
- 20) CERTIFICATE OF CHIEF MECHANICAL OFFICER. 11-7-79 (O)
- 21) CERTIFICATE WITH RESPECT TO EQUIPMENT. 11-7-79 (O)
- 22) CERTIFICATE WITH RESPECT TO REPRESENTATIONS AND WARRANTIES. 11-7-79 (O)
- 23) CERTIFICATE AS TO ORIGINAL USE. 11-7-79 (O)

CERTIFICATES PERTAINING TO BETHLEHEM STEEL CORP.

- 24) CERTIFICATE OF ASSISTANT SECRETARY as to resolutions and newly appointed officers & certificates of authority, incumbency & signatures. 11-7-79 (O)

OPINION LETTERS

- 25) OPINION OF HARRY S. GILL, counsel for BFC Leasing Corp., as to the operative documents. 11-7-79 (O)
- 26) OPINION OF CHARLES P. NORTHROP, counsel for Conrail. 11-7-79 (O)
- 27) OPINION OF DAY, BERRY & HOWARD, counsel for the Connecticut Bank and Trust Co. 11-7-79 (O)

- 28) OPINION OF McCARTHY & McCARTHY, special Canadian counsel for Conrail. 11-7-79 (O)
- 29) OPINION OF JANNEY MONTGOMERY SCOTT, INC., counsel for Conrail. 11-2-79 (O)
- 30) OPINION OF CRAVATH, SWAINE & MOORE, special counsel for Mercantile-Safe Deposit and Trust Co. 11-7-79 (O)
- 31) OPINION LETTERS OF CRAIG H. NORVILLE, counsel for Bethlehem Steel Corp. 11-29-79 (O)
- 32) MEMORANDUM OF CLOSING DOCUMENTS. 10-22-79 (C)

FILE SEVEN

33) CREDIT/FINANCIALS

- A) Memo Re: Financial Status 9-29-80 (C) & Exhibit 1 (O)
- B) Condition of Equipment letter for Agreement of 2-1-79. 4-1-87 (O)
- C) Condition of Equipment letter for Agreement of 10-1-79. 4-1-87 (O)
- D) Altoona Shops pamphlet (O)
- E) Conrail System Map (C)
- F) News Releases - various (O)
- G) Certificates stating that Conrail has fulfilled every condition as obligation contained in the documents. (C)
- H) Newspaper Articles. (C)
- I) Buffalo Gateway Pamphlet. (O)
- J) Conrail Annual Reports '78, '81)(O)
- K) Conrails Annual Report to the ICC. '79, '81, '82, '85 (O)
- L) Conrail Update. (O)
- M) Conrail Presentation to Labor Leaders. (O)
- N) Quarterly Reports (O):
 - 1) 3rd Quarter 1981
 - 2) 2nd Quarter 1982

- 3) 1st Quarter 1983
- 4) 2nd Quarter 1983
- 5) 2nd Quarter 1984
- 6) 3rd Quarter 1984
- 7) 2nd Quarter 1985
- 8) 3rd Quarter 1985
- 9) 1st Quarter 1986
- 10) 2nd Quarter 1986
- O) Letters of invitation and agenda for Investors' Seminar. (C)
- P) Conrail Memorandum for private investors & investors agenda, attendees & registration. (C)
- Q) Conrail's Year End News Release, "Conrail's Quarter Billion \$ Turnaround in 1981 Lays Foundation for Private Sector Entry." (O)
- R) "Boxcar Deregulation: A Tool to Enhance Competition"
- S) [Commercial Union Capital Corp. book] [missing]
- 34) Officer's Certificates Re Compliance. 4-11-85 and 4-2-84 (C)
- 35A) Casualties - Legal Documentation; Notices of Casualty; Correspondence; Calculations. (C)
- 35B) Casualties - Legal Documents - Values; Notices of Casualty; Correspondence - Calculations. (C)
- 36) Insurance File
Various memos on insurance compliance; 8-15-86, 5-24-85, 4-30-85 (O) Certificates of Insurance (O):
- 36.9 Certificate as to Insurance. 8-17-79 (O)
- 36.15 5-1-85 to 5-1-86

Personal Injury & Property Damage

330 100-Ton Open Top Hopper Cars
CR Nos. 491260-491589 inclusive
Consolidated Rail Corporation
The Connecticut Bank & Trust Company
BFC Leasing Corporation

Mercantile-Safe Deposit and Trust Company (C)

36.16 5-1-85 to 5-1-86

Personal Injury & Property Damage

330 100-TON Open top Hopper Cars
 CR Nos. 491260-491589 inclusive
 Consolidated Rail Corporation
 The Connecticut Bank & Trust Company
 BFC Leasing corporation
 Mercantile-Safe Deposit and Trust Company (O)

36.19 5-1-84 to 5-1-85

Personal Injury & Property Damage

330 100-Ton Open Top Hopper Cars
 CR Nos. 491260-491589 inclusive
 Consolidated Rail Corporation
 The Connecticut Bank & Trust Company
 BFC Leasing Corporation
 Mercantile-Safe Deposit and Trust Company (O)

36.22 10-1-84 to 10-1-87

All Risk Excess Property

330 100-Ton Open Top Hopper Cars
 CR Nos. 491260-491589 inclusive
 Consolidated Rail Corporation
 The Connecticut Bank & Trust Company
 BFC Enterprises
 Mercantile-Safe Deposit and Trust Company (O)

36.25 Expires 10-1-84

Blanket Excess Property

330 100-Ton Open Top Hopper Cars
 CR Nos. 491260-491589 inclusive
 Consolidated Rail Corporation
 The Connecticut Bank & Trust Company
 BFC Leasing Corporation
 Mercantile-Safe Deposit and Trust Company (C)

36.30 4-1-82 to 4-1-83

Personal Injury & Property Damage

330 100-Ton Open Top Hopper Cars
 CR Nos. 491260-491589 inclusive
 Consolidated Rail Corporation
 The Connecticut Bank & Trust Company

- BFC Leasing Corporation
Mercantile-Safe Deposit and Trust Company (C)
- 36.31 4-1-81 to 4-1-82
- Blanket Excess Bodily Injury & Property Damage
- 330 100-Ton Open Top Hopper Cars
CR Nos. 491260-491589 inclusive
Consolidated Rail Corporation
The Connecticut Bank & Trust Company
BFC Leasing Corporation
Mercantile-Safe Deposit and Trust Company (C)
- 36.35 Expires 10-1-81
- Blanket Excess Property
- 330 100-Ton Open Top Hopper Cars
CR Nos. 491260-491589 inclusive
Consolidated Rail Corporation
The Connecticut Bank & Trust Company
BFC Leasing Corporation
Mercantile-Safe Deposit and Trust Company (C)
- 36.36 Expires 10-1-80
- Blanket Excess Property
- 330 100-Ton Open Top Hopper Cars
CR Nos. 491260-491589 inclusive
Consolidated Rail Corporation
The Connecticut Bank & Trust Company
BFC Leasing Corporation
Mercantile-Safe Deposit and Trust Company (C)
- 36.37 Certificate as to Conrail Observing its
Obligations & Conditions. 4-30-80 (O)
- 36.38 Certificate as to Conrail fulfilling
its obligations. 1981 (c)
- 36.39 4-1-79 to 4-1-80
- Personal Injury & Property Damage
- 330 100-Ton Open Top Hopper Cars
CR Nos. 491260-491589 inclusive
Consolidated Rail Corporation
The Connecticut Bank & Trust Company
BFC Leasing Corporation
Mercantile-Safe Deposit and Trust Company (C)

- 36.40 Certificate as to Insurance.
11-7-79 (O)
- 36.41 Expires 3-15-80
All Risks Property
330 100-Ton Open Top Hopper Cars
CR Nos. 491260-491589 inclusive
Consolidated Rail Corporation
The Connecticut Bank & Trust Company
BFC Leasing Corporation
Mercantile-Safe Deposit and Trust Company (C)
- 36.42 Expires 3-15-80
All Risks Property
330 100-Ton Open Top Hopper Cars
CR Nos. 491260-491589 inclusive
Consolidated Rail Corporation
The Connecticut Bank & Trust Company
BFC Leasing Corporation
Mercantile-Safe Deposit and Trust Company (C)
- 36.43 4-1-79 to 4-1-80
Personal Injury & Property
330 100-Ton Open Top Hopper Cars
CR Nos. 491260-491589 inclusive
Consolidated Rail Corporation
The Connecticut Bank & Trust Company
BFC Leasing Corporation
Mercantile-Safe Deposit and Trust Company (C)
- 36.44 Certificate as to Insurance.
11-7-79 (O)
- 36.45 4-1-80 to 4-1-81
Blanket Excess Bodily Injury & Property Damage
330 100-Ton Open Top Hopper Cars
CR Nos. 491260-491589 inclusive
Consolidated Rail Corporation
The Connecticut Bank & Trust Company
BFC Leasing Corporation
Mercantile-Safe Deposit and Trust Company (C)
- 36.46 Expires 10-1-81
Blanket Excess Property

330 100-Ton Open Top Hopper Cars
CR Nos. 491260-491589 inclusive
Consolidated Rail Corporation
The Connecticut Bank & Trust Company
BFC Leasing Corporation
Mercantile-Safe Deposit and Trust Company (C)

- 36.50 Schedule B to Lease - Casualty Value for
330-100 ton Hopper Cars. (C)

FILE EIGHT

- 37) Annual Reports of Conrail to the ICC. 1983, 1984 &
1986 (O)
- 38) Meeting of Institutional Investors. (C)
- 39) September 1980 Income Statement. (C)
- 40) Conrail Biographical Sketches of Officers. (C)
- 41) 67th Annual Meeting of Association of American Rail-
roads Advance Registration List. (C)
- 42) Letter. 10-27-81
Including: 3rd Qtr. Earnings Report Reprint of Oct.
19th Business Week Article; & Summary of Aug. 81 Con-
rail Legislation (O)
- 43) Certificates stating Conrail has fulfilled every con-
dition as obligation under the Agreement. 2-1-79 (C),
8-1-79 (C)
- 44) Conrail Newsletter electing Crane as Chairman. 10-15-
80 (C)

FILE NINE

- A) Conrail System Maps (2). (O)
- B) Quarterly Reports
 - 1980 - 1st, 2nd & 3rd Quarters (O)
 - 1982 - 1st Quarter (O)
 - 1983 - 3rd Quarter (O)
- C) Annual Reports
 - 1978, 1979, 1980, 1982, 1983, 1984, 1986 (O)
- D) Annual Report to ICC. 1980 (O)

- E) Amended & Restated Financing Agreement between US Railway Association & Conrail. 5-10-79 (O)
- F) Conrail Locomotive Data pamphlet. 6-79 (O)
- G) Samuel Rea Shop pamphlet. (O)
- H) Conrail Rules Card. (O)
- I) US Railway Association - Report to Congress on Conrail Performance. 1978 (O)
- J) Executive Summary - Options for Conrail Book. 4-1-81 (O)
- K) Renewal of Canadian Filings (financing statements, Registrars Certificates, Renewal Statement & letters pertaining to renewal). (C)
- L) 8 x 10 photo of railroad car CR 581700. (O)
- M) Volume 2, No. 4 of The Conrail Manager. (O)
- N) Conrail News
 - 1) 2nd Quarter 1979 Earnings. 7-23-79 (C)
 - 2) 2nd Quarter 1981 Earnings. 7-15-81 (O)
 - 3) 2-6-84 (O) with cover letter of 2-7-84, 4th Quarter & year earnings. 1983
 - 4) 4-15-87 (O); 1st Quarter 1986 Earnings
 - 5) 8-13-81 (O); Conrail Legislation with cover letter of 8-14-81.
- O) Investors Trip Documents
 - 1) Attendees List. 10-16-80 (C)
 - 2) Visit to Conrail Facilities - Agenda. 10-16-80 (C)
 - 3) Meeting - Locomotives & Freight Cars. 10-16-80 (C)
 - 4) Memorandum Supplement No. 1. 6-26-80 (C)
 - 5) Memorandum. 5-1-80 (C)
- P) Notes Re: questions to inquire on. (no date) (O)
- Q) September 1980 Income Statement. (C)

- R) Standard Maintenance Regulation. 12-18-79 (C)
- S) Conrail Summary of Business Plan. 1-1-80 to 12-31-84 (O)
- T) Conrail Summary of Business Plan. 1-1-81 to 12-31-85 (C)
- U) Conrail Background Perspective. 5-7-81 (C)
- V) Newspaper Articles - Various. (O) & (C)